

1901
IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BIRMINGHAM FEDERAL SAVINGS AND
LOAN ASSOCIATION, a corporation,)

Plaintiff,)

vs.)

MICHAEL A. WILKINSON, an
individual, and JOHN T.
MEREDITH, an individual,)

Defendants.)

CASE NO. CV87 7154

FILED IN OFFICE

OCT 21 1987

POLLY CONRADI
CLERK OF CIRCUIT COURT
JEFFERSON COUNTY, AL

SUMMONS

To any sheriff or any person authorized by either Rules 4.1(b) (2) or 4.2(b) (2) or 4.4(b) (2) of the Alabama Rules of Civil Procedure to effect service:

You are hereby commanded to serve this summons and a copy of the complaint in this action upon defendant:

NOTICE TO:

JOHN T. MEREDITH
Star Route 63 Box 224
Guntersville, AL 35976

NOTICE TO DEFENDANT

The complaint which is attached to this summons is important and you must take immediate action to protect your rights. You are required to mail or hand deliver a copy of a written Answer, either admitting or denying each allegation in the complaint, to Walter L. Blocker, III, the lawyer for the Plaintiff, whose address is: SMITH, HYND, BLOCKER, LOWTHER & HENDERSON, P.A., Suite 1624, 2121 Building, 8th Ave. 22nd St. N., Birmingham, AL 35203.

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT. You must also file the original of your Answer with the Clerk of this Court within a reasonable time afterward.

Dated: _____

Clerk of Court

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BIRMINGHAM FEDERAL SAVINGS AND
LOAN ASSOCIATION, a corporation,

Plaintiff,

vs.

MICHAEL A. WILKINSON, an
individual, and
JOHN T. MEREDITH, an individual,

Defendants.

CASE NO.

COMPLAINT

1. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "A"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Sixty One and 94/100 (\$12,361.94) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Sixty One and 94/100 (\$12,361.94) dollars, plus interest, costs, and attorney's fee.

2. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "B"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Sixty One and 94/100 (\$12,361.94) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Sixty One and 94/100 (\$12,361.94) dollars, plus interest, costs, and attorney's fee.

3. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "C"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Forty Four and 08/100 (\$12,344.08) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Forty Four and 08/100 (\$12,344.08) dollars, plus interest, costs, and attorney's fee.

4. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "D"), whereby Defendants promised to pay to Plaintiff the sum of Eight Thousand Three Hundred Ninety One and 25/100 (\$8,391.25) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Eight Thousand Three Hundred Ninety One and 25/100 (\$8,391.08) dollars, plus interest, costs, and attorney's fee.

5. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "E"), whereby Defendants promised to pay to Plaintiff the sum of Ten Thousand One Hundred Fifty One and 04/100 (\$10,151.04) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Ten Thousand One Hundred Fifty One and 04/100 (\$10,151.04) dollars, plus interest, costs, and attorney's fee.

6. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "F"), whereby Defendants promised to pay to Plaintiff the sum of Eight Thousand Seventy and 30/100 (\$8,070.30) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Eight Thousand Seventy and 30/100 (\$8,070.30) dollars, plus interest, costs, and attorney's fee.

7. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "G"), whereby Defendants promised to pay to Plaintiff the sum of Eleven Thousand Seven Hundred Seventy Nine and 30/100 (\$11,779.30) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Eleven Thousand Seven Hundred Seventy Nine and 30/100 (\$11,779.30) dollars, plus interest, costs, and attorney's fee.

8. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "H"), whereby Defendants promised to pay to Plaintiff the sum of Eight Thousand Three Hundred Ninety One and 25/100 (\$8,391.25) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Eight Thousand Three Hundred Ninety One and 25/100 (\$8,391.25) dollars, plus interest, costs, and attorney's fee.

9. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as

Exhibit "I"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) dollars, plus interest, costs, and attorney's fee.

10. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "J"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) dollars, plus interest, costs, and attorney's fee.

11. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "K"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) dollars, plus interest, costs, and attorney's fee.

12. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "L"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Three Hundred Forty Two and 12/100 (\$12,342.12) dollars, plus interest, costs, and attorney's fee.

13. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "M"), whereby Defendants promised to pay to Plaintiff the sum of Eight Thousand Five Hundred Two and 97/100 (\$8,502.97) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Eight Thousand Five Hundred Two and 97/100 (\$8,502.97) dollars, plus interest, costs, and attorney's fee.

14. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as

Exhibit "N"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Ten and 16/100 (\$12,010.16) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Ten and 16/100 (\$12,010.16) dollars, plus interest, costs, and attorney's fee.

15. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "O"), whereby Defendants promised to pay to Plaintiff the sum of Twelve Thousand Four Hundred Twenty Seven and 74/100 (\$12,427.74) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Twelve Thousand Four Hundred Twenty Seven and 74/100 (\$12,427.74) dollars, plus interest, costs, and attorney's fee.

16. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "P"), whereby Defendants promised to pay to Plaintiff the sum of Fourteen Thousand Three Hundred Twenty Four and 64/100 (\$14,324.64) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Fourteen Thousand Three Hundred Twenty Four and 64/100 (\$14,324.64) dollars, plus interest, costs, and attorney's fee.

17. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "Q"), whereby Defendants promised to pay to Plaintiff the sum of Eleven Thousand Nine Hundred Ninety Three and 50/100 (\$11,993.50) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Eleven Thousand Nine Hundred Ninety Three and 50/100 (\$11,993.50) dollars, plus interest, costs, and attorney's fee.

18. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "R"), whereby Defendants promised to pay to Plaintiff the sum of Thirteen Thousand Five Hundred Seventy Nine and 17/100 (\$13,579.17) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Thirteen Thousand Five Hundred Seventy Nine and 17/100 (\$13,579.17) dollars, plus interest, costs, and attorney's fee.

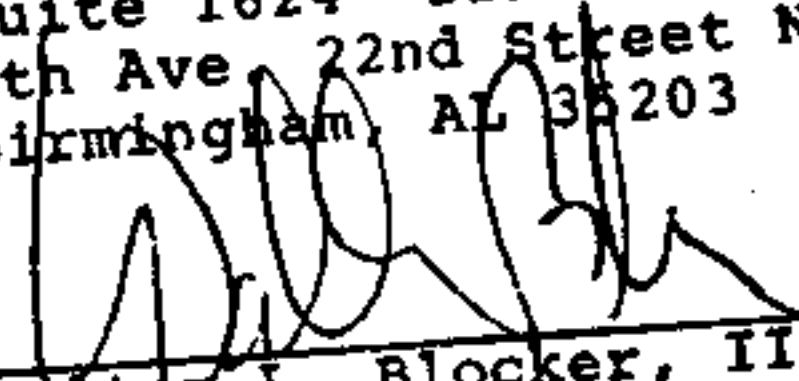
19. Defendants on or about May 9, 1986, executed and delivered to Plaintiff a Promissory Note (attached hereto as Exhibit "S"), whereby Defendants promised to pay to Plaintiff the

sum of Fourteen Thousand Three Hundred and 16/100 (\$14,300.16) Dollars.

Defendants have defaulted on said note and owe to Plaintiff the sum of Fourteen Thousand Three Hundred and 16/100 (\$14,300.16) dollars, plus interest, costs, and attorney's fee.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of Two Hundred Twenty Thousand Three Hundred Fifty Seven and 92/100 (\$220,357.92) dollars, plus interest, plus a reasonable attorney's fee of \$88,143.17, and costs.

SMITH, HYNDS, BLOCKER, LOWTHER & HENDERSON, P.A.
Suite 1624 2121 Building
8th Ave 22nd Street North
Birmingham, AL 35203


Walter L. Blocker, III

Serve Defendants at:

Michael A. Wilkinson
7117 Skyline Trail
Pell City, AL 35125

John T. Meredith
Star Route 63 Box 224
Guntersville, AL 35976

AM-J AUTO, INC. MICHAEL A. WILSON 4130 MESSEY-AIRPORT HIGHWAY BIRMINGHAM, ALABAMA 35222 BORROWER'S NAME AND ADDRESS *"You" includes each borrower above, jointly and severally	BIRMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION 511 South 20th Street Birmingham, AL. 35233 LEADER'S NAME AND ADDRESS "You" means the lender, its successors and assigns	Loan Number 80-901190-7 Date May 9 1986 Maturity Date April 15 1990 Loan Amount \$9,667.59 Renewal Of
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I promise to pay to you, or your order, at your address above, the principal sum of Nine Thousand Six Hundred Sixty-seven & 58/100 Dollars \$ 9,667.59 at the rate of 12.75 % per year until April 15 1990. I will pay this amount as follows:

plus interest from May 9, 1986 at the rate of 12.75 % per year until April 15 1990 and continuing on the same day of each month thereafter, until April 15 1990 when a final payment of \$ 263.02 will be due.

(a) ☐ on demand (b) ☐ on demand, but if none is made, on April 15 1990

If (a), (b) or (c) is marked, I will pay accrued interest each, beginning June 15 1986 and continuing on the same day of each month thereafter, until April 15 1990 when a final payment of \$ 263.02 will be due.

(c) ☐ (other) _____

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$100.00. I also agree to pay in the event of my default the cost you incur to collect this note, plus, if the amount financed is more than \$300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your retained employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. If an interest surcharge fee is listed above, upon prepayment in full by any means within 90 days of the date of this note, the interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property exemptions in the property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit at a yearly rate <u>12.75 %</u>	FINANCE CHARGE The dollar amount the credit will cost me <u>\$ 2,691.35</u>	AMOUNT FINANCED The dollar amount of credit provided to me or on my behalf <u>\$ 9,670.59</u>	TOTAL OF PAYMENTS The amount I will have paid above I have made all scheduled payments <u>\$ 12,361.94</u>	I have the right to receive at this time an itemization of the Amount Financed YES I want an itemization NO - I do not want an itemization <u>XX</u>															
My Payment Schedule will be <table border="1"> <thead> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> <th>When Payments Are Due</th> </tr> </thead> <tbody> <tr> <td>47</td> <td>\$ 263.02</td> <td>Beginning June 15, 1986 and monthly thereafter</td> </tr> <tr> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>0</td> <td>0</td> <td></td> </tr> </tbody> </table>				Number of Payments	Amount of Payments	When Payments Are Due	47	\$ 263.02	Beginning June 15, 1986 and monthly thereafter	0	0		0	0		0	0		"a" means an estimate \$ <u>N/A</u> Filing Fees \$ <u>N/A</u> Non Filing Insurance
Number of Payments	Amount of Payments	When Payments Are Due																	
47	\$ 263.02	Beginning June 15, 1986 and monthly thereafter																	
0	0																		
0	0																		
0	0																		

☐ Demand: ☐ This note has a demand feature ☒ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in AUTO

☐ the goods or property being purchased

☐ collateral securing other loans with you may also secure this loan

☐ my deposit accounts and other rights to the payment of money from you.

Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$100.00. ☐ I may have to pay a penalty, and ☐ I may will not have to pay a penalty.

Prepayment: If I pay off this loan early, I ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms before the scheduled date, and prepayment refunds and penalties.

☐ Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms before the scheduled date, and prepayment refunds and penalties.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Type	Premium	Term	Signatures for Initials
Credit Life	N/A	N/A	I want credit life insurance ☐ Name of insured _____
Credit Disability	N/A	N/A	I want credit disability insurance ☐ Name of insured _____
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☐ Name of insured _____

Itemization of Amount Financed

Amount given to me directly	\$ 9,667.59
Amount paid on my account	
Amounts paid to others on my behalf	
To Property Insurance Company	
To Credit Life Insurance Company	
To Disability Insurance Company	
To Public Officials	
Title Fee	\$ 3.00
Prepaid Finance Charge	\$ 9,670.59
AMOUNT FINANCED (through h - d)	\$ 2,691.35
Finance Charge (include prepaid)	\$ 12,361.94
Total of Payments (1 - 5)	

I do not want Credit Life Ins. Credit Disability Ins. Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Security: To secure the payment of the note total (defined on the reverse side) (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(d) ☒ **Security Agreement:** If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV MONTE CARLO SERIAL #1G1C23726FRI74715

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in the collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seal: In witness whereof, I have signed my name and affixed my seal on this 9th day of May 1986 and acknowledge receipt of at least one copy on today's date. By doing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy on today's date.

CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature: Michael A. Wilson
 Signature: John T. Meredith
 Signature: Phyllis

Disposition of Funds: ☒ Deposited to Account Number _____ ☐ Check Number _____

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
 © 1991 BANKERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM NYS-11/7/85

EXHIBIT "A"

AM-J AUTO LEND John T. Meredith
MICHAEL A. WILSON
4120 MESSOR AVE
BIRMINGHAM, ALABAMA 35222

BORROWER'S NAME AND ADDRESS
 "I" includes each borrower above, jointly and severally

BRIMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION
511 South 20th Street
Birmingham, AL. 35233

LENDER'S NAME AND ADDRESS
 "You" means the lender, its successors and assigns

Loan Number **80-401141**
 Date **May 9 1986**
 Maturity Date **April 15 1990**
 Loan Amount **9,667.59**
 Renewal Of

I promise to pay to you, or your order, at your address above, the principal sum of **Nine Thousand Six Hundred Sixty-seven & 58/100** Dollars \$ **9,667.59** plus interest from **May 9, 1986** at the rate of **12.75** % per year until **Maturity** I will pay this amount as follows:

plus (if completed) an interest surcharge of \$ **N/A** ☐ on **_____** and on the maturity date

(a) ☐ on demand ☐ on demand, but if none is made, on **_____**

If (a), (b) or (c) is marked, I will pay accrued interest **each, beginning June 15, 1986 and continuing on the same day of each month** in **46** installments of \$ **263.02** thereafter until **April 15, 1990** when a final payment of \$ **263.02** will be due

(b) ☐ other: **_____**

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note plus, if the amount financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. I will not be entitled to a refund of part of the finance charge fee is listed above, upon prepayment in full by any means within 90 days of the date of this note. The interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$ 2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exemptions in property securing this loan.

THE PURPOSE OF THIS LOAN IS **BUSINESS**

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the Amount Financed
12.75 %	2,691.35	9,670.59	12,361.94	YES - I want an itemization
				NO - I do not want an itemization

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
47	263.02	Beginning June 15, 1986 and monthly thereafter

☐ Demand: ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year

☐ This note has a demand feature

Security: I am giving a security interest in **AUTO**

☐ the goods or property being purchased

☐ collateral securing other loans with you may also secure this loan

☐ my deposit accounts and other rights to the payment of money from you

Late Charge ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. ☐ I will not have to pay a penalty, and ☐ may assume the remainder of the mortgage on the original terms.

Prepayment: If I pay off this loan early, I ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms.

☐ Assumption. Someone buying my home can see my contract documents for any additional information about nonpayment, default, any required prepayment before the scheduled date, and prepayment refunds and penalties.

Type	Premium	Term	Signatures (for initials)
Credit Life	N/A	N/A	I want credit life insurance ☒ Name of insured _____
Credit Disability	N/A	N/A	I want credit disability insurance ☒ Name of insured _____
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☒ Name of insured _____

Itemization of Amount Financed

Amount given to me directly	9,667.59
Amount paid on my account	
Amounts paid to others on my behalf	
To Property Insurance Company	
To Credit Life Insurance Company	
To Disability Insurance Company	
To Public Officials	
Title Fee	3.00
Prepaid Finance Charge	N/A
AMOUNT FINANCED (is through h	9,670.59
Finance Charge (include prepaid)	2,691.35
Total of Payments (1 + 2)	12,361.94

I do not want **Credit Life Ins.** **Credit Disability Ins.** **Joint Credit Life Ins.**

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ **N/A** for **N/A** of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ **N/A** for **N/A** of coverage.

Security: To secure the payment of the note total (defined on the reverse side):

(1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.

(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note (where you are named as loss payee) and on any policy insuring the property securing this note.

(3) ☒ Security Agreement. If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV MONTE CARLO SERIAL #1G1G2372DFR177557

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seal: In witness whereof, I have signed my name and affixed my seal on this By doing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy on tender.

CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGN

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ CONTRACT BEFORE YOU SIGN IT.

Signature **Michael A. Wilson**
 Signature **John T. Meredith**
 Signature **I know**

WITNESSED BY: **W. A. Spivey**

DISPOSITION OF FUNDS: **Check Number** **_____**

Deposited to Account Number **_____**

Simple Interest Note Disclosure and Security Agreement
 © 1981 BANKERS SYSTEMS, INC., ST. LOUIS, MO 63201 FORM 1071-1A

EXHIBIT "B"

BORROWER'S NAME AND ADDRESS
MICHAEL A. WILKINSON
4120 MESS ADRIOT HIGHWAY
BIRMINGHAM ALABAMA 35222

LOAN ASSOCIATION
511 South 20th Street
Birmingham, AL 35237

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns

LOAN NUMBER
Date May 9
Maturity Date June 15
Loan Amount 9,560.71
Renewal Of

NOTE: I promise to pay to you, or your order, at your address above, the principal sum of Nine Thousand Five Hundred Sixty & 71/100 Dollars \$ 9,560.71
plus interest from May 9, 1986 in the rate of 12.75 % per year until Maturity
plus (a) completed an interest surcharge of \$ N/A (b) on June 15, 1986 and continuing on the same day of each month
(c) ☐ on demand (d) ☐ on demand, but if none is made, on June 15, 1986
(e) ☒ in 48 installments of \$ 251.92 each, beginning June 15, 1986 and continuing on the same day of each month
(f) ☐ thereafter, until June 15, 1990, when a final payment of \$ 251.92 will be made.
(g) ☐ (other) _____

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. If I want to prepay, I will not be charged any late fee. Upon prepayment in full by any means within 30 days of the date of this note, the interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than 1% of the balance of this note. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property exemptions and all rights to a refund of part of the finance charge.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at any time an itemization of the Amount Financed
<u>12.75 %</u>	<u>2,780.37</u>	<u>9,563.71</u>	<u>12,344.08</u>	YES I want an itemization. NO - I do not want an itemization. <u>XX</u>

My Payment Schedule will be	When Payments Are Due
Number of Payments <u>48</u>	Amount of Payments <u>\$ 251.92</u>
	<u>Beginning June 15, 1986 and monthly thereafter</u>

☐ Demand; ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in:
☒ the goods or property being purchased
☐ collateral securing other loans with you may also secure this loan
☐ my deposit accounts and other rights to the payment of money from you.

Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. ☐ I will not be charged a late fee.

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty, and I ☐ may ☒ will not be charged a prepayment penalty.

Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures for (Initials)
Credit Life	<u>N/A</u>	<u>N/A</u>	I want credit life insurance ☐ Name of Insured _____
Credit Disability	<u>N/A</u>	<u>N/A</u>	I want credit disability insurance ☐ Name of Insured _____
Joint Credit Life	<u>N/A</u>	<u>N/A</u>	I want joint credit life insurance ☐ Name of Insured _____

Itemization of Amount Financed

Amount given to me directly	\$ <u>9,560.71</u>
Amount paid on my account	\$ _____
Amounts paid to others on my behalf	\$ _____
To Property Insurance Company	\$ _____
To Credit Life Insurance Company	\$ _____
To Disability Insurance Company	\$ _____
To Public Officials	\$ _____
Title Fee	\$ <u>3.00</u>
Prepaid Finance Charge	\$ <u>N/A</u>
AMOUNT FINANCED (is through 1 - 4)	\$ <u>9,563.71</u>
Finance Charge (include prepaid)	\$ <u>2,780.37</u>
Total of Payments (1 + 2)	\$ <u>12,344.08</u>

Security: To secure the payment of the note (defined on the reverse side)
(1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.
(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this property secures, are defined on the reverse side of this form.

1985 CHEV MONIA CARLO SERIAL #1G1GZ37H8F8190001

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this By doing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and I agree to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name _____ (REAL) Date _____

Disposition of Funds:
Deposited to Account Number _____ Check Number _____

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
© 1981 BANNERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM 1001-81-1 2/12/81
WITNESSED BY: A. A. Smith S. L. Snow

This collateral will be used for BUSINESS
☐ If checked, this is a purchase money loan. You may include the name of the bank, check or draft for this loan.

CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING.
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ CONTRACT BEFORE YOU SIGN IT.

Signature Michael A. Wilkinson
Signature J. J. Mendell

Signature S. L. Snow

EXHIBIT "C"

AT-J AUTO INC. : John T. Meredith
MICHAEL A. WILSON
 4120 HESSER RD HIGHWAY
 BIRMINGHAM, AL 35222

BIRMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION
 511 South 20th Street
 Birmingham, AL 35233

Loan Number 815-401193
 Date May 9 1986
 Maturity Date June 15 1990
 Loan Amount 6,498.26
 Renewal Of _____

BORROWER'S NAME AND ADDRESS
 "I" includes each borrower above, jointly and severally

LENDER'S NAME AND ADDRESS
 "You" means the lender, its successors and assigns

Note, I promise to pay to you, at your order, at your address above, the principal sum of Six Thousand Four Hundred Ninety-eight & 25/100 Dollars \$ 6,498.26
 plus interest from May 9, 1986 at the rate of 12.75 % per year until June 15, 1990 when a final payment of \$ 171.25 will be due.
 plus (if completed) an interest surcharge of \$ N/A on an demand and on the maturity date.
 If (a), (b) or (c) is marked, I will pay accrued interest each beginning June 15, 1986 and continuing on the same day of each month thereafter, until June 15, 1990 when a final payment of \$ 171.25 will be due.
 (a) ☐ on demand (b) ☐ on demand, but if none is made, on June 15, 1990 (c) ☐ (other) _____

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment will not exceed any later scheduled payments until this note is paid in full. An interest surcharge fee is listed above, upon prepayment in full by any means within 30 days of the date of this note, the interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exemptions and property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit advanced to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments
12.75 %	1,889.99	6,501.26	8,391.25

I have the right to receive at this time an itemization of the Amount Financed:

Itemization of Amount Financed	Amount
Amount given to me directly	6,498.26
Amount paid on my account	
Amounts paid to others on my behalf	
To Property Insurance Company	
To Credit Life Insurance Company	
To Disability Insurance Company	
To Public Officials	
Title Fee	3.00
Prepaid Finance Charge	1,889.99
AMOUNT FINANCED (a through h - i)	6,501.26
Finance Charge (include prepaid)	1,889.99
Total of Payments (j + k)	8,391.25

☐ Demand: ☐ This note has a demand feature ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in AUTO
☒ the goods or property being purchased
☐ collateral securing other loans with you may also secure this loan
☐ my deposit accounts and other rights to the payment of money from you

Late Charge ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00. ☐ I will not be entitled to a refund of part of the finance charge.

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty, and I ☐ may ☒ will not be entitled to a refund of part of the finance charge.

☐ Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☐ cannot assume the remainder of the mortgage on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Type	Premium	Term	Signatures (for Insured)
Credit Life	N/A	N/A	I want credit life insurance ☐ Name of Insured _____
Credit Disability	N/A	N/A	I want credit disability insurance ☐ Name of Insured _____
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☐ Name of Insured _____

I do not want _____ Credit Life Ins. _____ Credit Disability Ins. _____ Joint Credit Life Ins. _____

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ N/A for N/A of coverage.

Security: To secure the payment of the note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(5) ☒ Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV CHEVETTE SERIAL #1G1TB68C3PA174598

assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this _____ day of May, 1986, and acknowledge receipt of at least one copy on today's date. COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature Michael A. Wilson
 Signature John T. Meredith
 Signature S. Snow

Disposition of Funds:
 Deposited to Account Number _____ Check Number _____

IMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
 1981 BANKERS SYSTEMS, INC. ST. CLOUD MN 56301 FORM 1000-1/7/85
 WITNESSED BY: DA Smith

EXHIBIT "D"

BOOK 157 PAGE 151

BORROWER'S NAME AND ADDRESS
R-J AUTO DC
HOWARD A WILK
1130 HESSER AVE
BIRMINGHAM, ALABAMA 35222

LENDER'S NAME AND ADDRESS
BIRMINGHAM FEDERAL SAVINGS &
LOAN ASSOCIATION
511 South 20th Street
Birmingham, AL. 35233

Loan Number 10
Date May 9
Maturity Date June 15
Loan Amount 6,249.60
Balance of

Principal \$ 6,249.60
Interest \$ 12.75 % per year until maturity
Rate 12.75 %
Term 1986 and continuing on the same day of each month
Payments \$ 164.70 each, beginning June 15, 1986 and continuing on the same day of each month
First Payment June 15, 1986
Final Payment June 15, 1990 when a final payment of \$ 164.70 will be due

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$ 300.00 your reasonable attorney's fees of up to 15% of the unpaid debt if you retain collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment shall not exclude any later scheduled payments until this note is paid in full. A prepayment surcharge fee is hereby waived. Upon prepayment in full by any means within 30 days of the date of this note, the interest surcharge fee will be prepaid and refunded in full to the balance of this note, except that in such event you may retain no less than \$ 5.00. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exemptions properly securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The rate of my credit at a yearly rate		FINANCE CHARGE The dollar amount the credit will cost me		AMOUNT FINANCED The amount of credit provided to me or on my behalf		TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	
12.75 %		\$ 1,817.70		\$ 6,252.60		\$ 8,070.30	

My Payment Schedule will be		When Payments Are Due	
Number of Payments	Amount of Payments	Beginning	Frequency
49	\$ 164.70	Beginning June 15, 1986	and monthly thereafter
1			
2			
3			

☐ Demand: ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in:
☒ the goods or property being purchased
☐ collateral securing other loans with you may also secure this loan
☐ my deposit accounts and other rights to the payment of money from you

Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. ☐ I may have to pay a penalty, and ☐ I may assume the remainder of the mortgage on the original terms.

Prepayment: ☒ I pay off this loan early. ☐ I may, subject to conditions, be allowed to prepay. ☐ I cannot prepay before the scheduled date, and prepayment refunds and penalties will be applied.

Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to prepay. ☐ I cannot prepay before the scheduled date, and prepayment refunds and penalties will be applied.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (all initials)
Credit Life	N/A	N/A	I want credit life insurance ☐ Name of insured
Credit Disability	N/A	N/A	I want credit disability insurance ☐ Name of insured
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☐ Name of insured

Title Fee \$ 3.00
Prepaid Finance Charge \$ 6,252.60
AMOUNT FINANCED (through h. i.) \$ 6,249.60
Finance Charge (include prepaid) \$ 1,817.70
Total of Payments (1 + 2) \$ 8,070.30

Itemization of Amount Financed
Amount given to me directly \$ 6,249.60
Amount paid on my account \$
Amounts paid to others on my behalf \$
To Property Insurance Company \$
To Credit Life Insurance Company \$
To Disability Insurance Company \$
To Public Officials \$

Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this security agreement, are defined on the reverse side of this form.

1985 CHEV CHEVETTE SERIAL #1G1TB0804F193626

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this form. Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Disposition of Funds: ☒ Deposited to Account Number ☐ Check Number

Simple Interest Note, Disclosure, and Security Agreement
© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM 7000-101

WITNESSED BY: [Signature]

This collateral will be used for: BUSINESS
☐ If checked, this is a purchase money loan. You may include the name of the check or cash for this loan.

CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING CONTRACT BEFORE YOU SIGN IT.
Signature: [Signature]
Signature: [Signature]
Signature: [Signature]

BORROWER'S NAME AND ADDRESS
 MICHAEL A. WILKINSON
 4120 MESSEY
 BIRMINGHAM, AL 35222

LENDER'S NAME AND ADDRESS
 LOAN ASSOCIATES
 511 South 20th Street
 Birmingham, AL 35233

Date March 15
Maturity Date 9.8.11
Loan Amount 9,819.11
Amount of Security

Note: I promise to pay to you, or your order, at your address above, the principal sum of Nine Thousand Eight Hundred Ninety Nine & 10/100 Dollars \$ 9,819.11 plus interest from May 9, 1986 at the rate of 12.75 % per year until I will pay this amount in whole or in part as follows:

(a) ☐ on demand (b) ☐ on demand, but if none is made, on May 15, 1986 and continuing on the same day of each month thereafter, until March 15, 1989 when a final payment of \$ 366.45 is due.

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. If payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$100.00. I also agree to pay in the event of my default the costs you incur to collect this note plus, if the amount financed is more than \$300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. If at the date of this note, the interest surcharge fee will be greater than the amount of the balance of this note, except that in such event you may retain no less than \$ 50.00. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property security property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate		FINANCE CHARGE The dollar amount the credit will cost me		AMOUNT FINANCED The amount of credit provided to me or on my behalf		TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	
12.75 %		1,957.19		9,822.11		11,779.30	

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
36	366.45	Beginning June 15, 1986 and monthly thereafter

Security: I am giving a security interest in:
☐ the goods or property being purchased.
☐ collateral securing other loans with you may also secure this loan.
☐ my deposit accounts and other rights to the payment of money from you.

Late Charge: I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$100.00.

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty, and I ☐ may ☒ cannot assume the remainder of the mortgage on the original term.

Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original term.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	I want credit life insurance	I want credit disability insurance	I want joint credit life insurance
Credit Life	N/A	N/A	☒	☒	☒
Credit Disability	N/A	N/A	☒	☒	☒
Joint Credit Life	N/A	N/A	☒	☒	☒

Signatures for Insured:

Name of Insured	Signature
Michael A. Wilkinson	<i>[Signature]</i>
John T. Munkel	<i>[Signature]</i>

Title Fee 9.82
Prepaid Finance Charge 1.95
AMOUNT FINANCED (through title fee) 9,819.11
Finance Charge (includes prepaid) 1,957.19
Total of Payments (4 + 5) 11,779.30

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ N/A for N/A of coverage.

Security: To get the payment of the note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to sell or otherwise dispose of the property described above, and I understand and agree that if I attempt to transfer any interest in the property described above, but not limited to, possession, I will be in default on all secured obligations.
 (2) You may collect the proceeds for sales of unsecured premiums on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations secured are defined on the reverse side of this form.

1985 CHEV CAPRICE SERIAL #1G1BN69H7FK156129

Assumption: No one is specifically agreed in writing to the security, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in the collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this document. I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy of this document.

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Disposition of Funds:
 Deposited to Account Number Check Number

WITNESS BY: *[Signature]*

EXHIBIT "G"

4120 MESSER-AIRPORT HIGHWAY
BIRMINGHAM, AL 35222

511 South 20th Street
Birmingham, AL 35233

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors

Maturity Date JUN 15 1990
Loan Amount \$ 9,559.28
Interest Rate 12.75 % per year

BORROWER NAME AND ADDRESS
"I" includes each borrower above, jointly and severally

Dollars \$ 9,559.28
Maturity 1990

Note: I promise to pay to you, or your order, at your address above, the principal sum of Nine Thousand Five Hundred Fifty-nine & 27/100 at the rate of 12.75 % per year until June 15 1990 when a final payment of \$ 251.88 shall be made.

plus interest from May 9 1986 at the rate of 12.75 % per year until June 15 1990 when a final payment of \$ 251.88 shall be made.

plus (if completed) an interest surcharge of \$ N/A at the rate of 12.75 % per year until June 15 1990 when a final payment of \$ 251.88 shall be made.

(a) ☐ on demand (b) ☐ on demand, but if none is made, on June 15 1990 (c) ☒ on June 15 1990 (d) ☐ on June 15 1990 (e) ☐ on June 15 1990 (f) ☐ on June 15 1990 (g) ☐ on June 15 1990 (h) ☐ on June 15 1990 (i) ☐ on June 15 1990 (j) ☐ on June 15 1990 (k) ☐ on June 15 1990 (l) ☐ on June 15 1990 (m) ☐ on June 15 1990 (n) ☐ on June 15 1990 (o) ☐ on June 15 1990 (p) ☐ on June 15 1990 (q) ☐ on June 15 1990 (r) ☐ on June 15 1990 (s) ☐ on June 15 1990 (t) ☐ on June 15 1990 (u) ☐ on June 15 1990 (v) ☐ on June 15 1990 (w) ☐ on June 15 1990 (x) ☐ on June 15 1990 (y) ☐ on June 15 1990 (z) ☐ on June 15 1990

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. If I prepay this note, the interest surcharge fee will be prorated and refunded to me on the date of this note, except that in such event you may retain no less than \$ 5.00. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property exemptions and property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The net sum of cash received to me in my hands	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments
<u>12.75 %</u>	<u>2,779.84</u>	<u>9,562.28</u>	<u>12,342.12</u>

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>69</u>	<u>251.88</u>	<u>Beginning June 15, 1986 and monthly thereafter</u>

☐ Demand: ☐ This note has a demand feature. ☒ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in AUTO

☒ the goods or property being purchased ☐ collateral securing other loans with you may also secure this loan ☐ my deposit accounts and other rights to the payment of money from you

Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. ☐ I may have to pay a penalty, and ☐ I may assume the remainder of the mortgage on the original terms.

Prepayment: If I pay off this loan early, ☐ I may, subject to conditions, be allowed to prepay. ☒ I will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to prepay. ☒ I will not be entitled to a refund of part of the finance charge.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signature (for Insured)
Credit Life	<u>N/A</u>	<u>N/A</u>	<u>I want credit life insurance</u>
Credit Disability	<u>N/A</u>	<u>N/A</u>	<u>I want credit disability insurance</u>
Joint Credit Life	<u>N/A</u>	<u>N/A</u>	<u>I want joint credit life insurance</u>

I do not want Credit Life Ins. Credit Disability Ins. Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from C, through you I will pay \$ N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from C, through you I will pay \$ N/A for N/A of coverage.

Security: (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me. (2) You may collect the proceeds for rebates of unearned premiums on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) ☒ Security Agreement: If checked, I give you a security interest in the property, described below. The rights I am giving you in this property, and the obligations this agreement creates, are defined on the reverse side of this form.

1985 CHEV MONTE CARLO SERIAL #1G1CZ37B8F192265

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer my interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this reverse side of this form and acknowledge receipt of at least one copy on today's date. By doing so, I agree to the terms of this note and security agreement, including those on the reverse side of this form, and I agree to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name Michael H. Hark Date May 9 1986

Disposition of Funds: Deposited to Account Number Check Number

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
© 1981 BANKERS SYSTEMS, INC. CLOUD, MN 55201 FORM NO. 31-10/17/85

WITNESSED BY: John J. Mowbray

EXHIBIT "I"

BORROWER'S NAME AND ADDRESS
MICHAEL A. WILKINSON
4120 MESSER-ADRIAN HIGHWAY
BIRMINGHAM, AL 35222

LENDER'S NAME AND ADDRESS
WILL ASSOCIATES
511 South 20th Street
Birmingham, AL 35233

Maturity Date 9.559.28
Loan Amount 9,559.28
Renewal Of

Note I promise to pay to you or your order, at your address above, the principal sum of Nine Thousand Five Hundred Fifty-nine & 27/100 at the rate of 12.75 % per year until June 15, 1990 when a final payment of \$ 251.88 and on the maturity date plus interest from May 9, 1986 on demand, but if none is made on June 15, 1986 and continuing on the same day of each 15th in 68 installments of \$ 251.88 thereafter, until June 15, 1990 when a final payment of \$ 251.88 and on the maturity date.

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount I financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. If an interest surcharge fee is listed above, upon prepayment in full by any means within 90 days of the date of this note, the interest surcharge fee will be prorated and refunded or applied to the balance of this note, except that in such event you may retain no less than \$ 2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exempting in the property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate		FINANCE CHARGE The dollar amount the credit will cost me		AMOUNT FINANCED The amount of credit provided to me or on my behalf		TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	
12.75 %		2,779.84		9,562.28		12,342.12	

My Payment Schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
68	251.88	Beginning June 15, 1986 and monthly thereafter

Security: I am giving a security interest in:
☐ Demand
☐ This note has a demand feature
☒ the goods or property being purchased
☐ collateral securing other loans with you may also secure this loan.
☐ my deposit accounts and other rights to the payment of money from you
☐ Late Charge: I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00.
☐ Prepayment: If I pay off this loan early, I ☐ may, subject to conditions, be allowed to ☐ cannot assume the remainder of the mortgage on the original terms and ☐ will not be entitled to a refund of part of the finance charge.
☐ Assumption: Someone buying my home can see my contract documents for any additional information about nonpayment, default, any required payment before the scheduled date, and prepayment refund and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	I want credit life insurance	I want credit disability insurance	I want joint credit life insurance	Signature for Initials
Credit Life	N/A	N/A	☒	☒	☒	Name of Insured
Credit Disability	N/A	N/A	☒	☒	☒	Name of Insured
Joint Credit Life	N/A	N/A	☒	☒	☒	Name of Insured

Itemization of Amount Financed

Amount given to me directly	Amount paid on my account	Amounts paid to others on my behalf
9,559.28		
To Property Insurance Company		
To Credit Life Insurance Company		
To Disability Insurance Company		
To Public Officials		
Title Fee	3.00	
Prepaid Finance Charge	9,562.28	
AMOUNT FINANCED (to through h - d)	2,779.84	
Finance Charge (include prepaid)	12,342.12	
Total of Payments (1 + 4)		

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Security: To secure the payment of this note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(5) Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV MONTE CARLO SERIAL #1G1G237H30F0192268

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this by doing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy on today, May 9th day of May.
COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature Michael A. Wilkinson
Signature John J. Warkles
Signature John J. Warkles

Disposition of Funds:
 Deposited to Account Number Check Number

SIMPLE INTEREST NOTE, DISCLOSURE REQUIRED BY FEDERAL RESERVE REGULATION Z
 © 1981 BANKERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM 1001-10-81

DEPOSIT "L"

BORROWER'S NAME AND ADDRESS
MICHAEL A WILKINS
4120 MESSER AVE
BIRMINGHAM, ALAB. 35222

LOAN ASSOCIATION
511 South 20th Street
Birmingham, AL. 35233

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns

Loan Number May 9
Date June 15
Maturity Date 6,584.62
Loan Amount 6,584.62
Renewal Of

Note: I promise to pay to you, or your order, at your address above, the principal sum of Six Thousand Five Hundred Eighty-four & 62/100 Dollars \$ 6,584.62 plus interest from May 9, 1986 at the rate of 12.75 % per year until Maturity I will pay this amount in 49 installments of \$ 173.53 each, beginning June 15, 1986 and continuing on the same day of each month thereafter, until June 15, 1990 when a final payment of \$ 173.53 and be due.

Plus (if completed) an interest surcharge of \$ N/A **to be paid on** the maturity date **and on the maturity date**

Plus (if completed) an interest surcharge of \$ N/A **to be paid on** the maturity date **and on the maturity date**

Plus (if completed) an interest surcharge of \$ N/A **to be paid on** the maturity date **and on the maturity date**

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus if the amount financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you later collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment will not reduce any later scheduled payments until this note is paid in full. If I prepay this note before the maturity date, the interest surcharge will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$ 2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exemptions in the property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at the same or less than the amount financed
12.75 %	1,915.35	6,584.62	8,502.97	YES I want an itemization NO I do not want an itemization XX
My Payment Schedule will be				"a" means an estimate
Number of Payments	Amount of Payments	When Payments Are Due		\$ <u>N/A</u> Filing fees
49	173.53	Beginning June 15, 1986 and monthly thereafter		\$ <u>N/A</u> Non-filing insurance

☐ Demand: ☐ This note has a demand feature

☒ Security: I am giving a security interest in AUTO

☐ the goods or property being purchased

☐ collateral securing other loans with you may also secure this loan

☐ my deposit accounts and other rights to the payment of money from you

Late Charge I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I will not be entitled to a refund of part of the finance charge.

Prepayment If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty, and I ☐ may ☒ will not be entitled to a refund of part of the finance charge.

☐ Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

☐ I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment, refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures for Insured
Credit Life	N/A	N/A	I want credit life insurance ☐ Name of insured
Credit Disability	N/A	N/A	I want credit disability insurance ☐ Name of insured
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☐ Name of insured

Itemization of Amount Financed

Amount given to me directly	\$ 6,584.62
Amount paid on my account	
Amounts paid to others on my behalf	
To Property Insurance Company	
To Credit Life Insurance Company	
To Disability Insurance Company	
To Public Officials	
Title Fee	\$ 3.00
Prepaid Finance Charge	\$ N/A
AMOUNT FINANCED (a through h)	\$ 6,584.62
Finance Charge (include prepaid)	\$ 1,915.35
Total of Payments (i + j)	\$ 8,502.97

Security: To secure the payment of the note total (defined on the reverse side) (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me. (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV CHEVETTE SERIAL #1G1TB6804PA180880

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this day of 9th May 1986. I agree to the terms of this note and security agreement including those on the reverse side of this form and acknowledge receipt of at least one copy on today's date. **CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

Name Michael A Wilkins **(SEAL)** **Date** June 15, 1986

Disposition of Funds: ☒ Deposited to Account Number ☐ Check Number

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
31001 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301

WITNESSED BY:

This collateral will be used for BUSINESS

☒ If checked, this is a purchase money loan. You may include the name of the seller, check or cash for this loan.

Signatures:

W-H AUTO, INC. John T. Meredith
MICHAEL A. WILSON
 4120 HESSER-A-AT HIGHWAY
 BIRMINGHAM, ALABAMA 35222
BORROWER'S NAME AND ADDRESS
 "I" includes each borrower above, jointly and severally

LOAN ASSOCIATION
 511 South 20th Street
 Birmingham, AL 35233
LENDER'S NAME AND ADDRESS
 "You" means the lender, its successors and assigns

Loan Number: UL
 Date: May 9
 Maturity Date: March 15
 Loan Amount: 10,011.60
 Renewal Of:

Note: I promise to pay to you, or your order, at your address above, the principal sum of Ten Thousand Eleven & 59/100 Dollars \$ 10,011.60 plus interest from May 9, 1986 at the rate of 12.75 % per year until I will pay this amount as follows:

plus (if completed) on interest surcharge of N/A

☐ on demand ☐ on demand, but if none is made, on March 15, 1986 and continuing on the same day of each month thereafter, until March 15, 1988 when a final payment of \$ 353.24

☐ in 33 installments of \$ 353.24

☐ (a) (b) or (c) is marked, I will pay accrued interest each, beginning June 15, 1986 and continuing on the same day of each month thereafter, until March 15, 1988 when a final payment of \$ 353.24

☐ (d) (e) or (f) is marked, I will pay accrued interest each, beginning June 15, 1986 and continuing on the same day of each month thereafter, until March 15, 1988 when a final payment of \$ 353.24

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment will not reduce any later scheduled payments until this note is paid in full. If I prepay this note, the interest surcharge fee will be prorated and I will be refunded the balance of the fee. If I prepay this note, the interest surcharge fee will be prorated and I will be refunded the balance of the fee. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exemptions and rights in property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate <u>12.75 %</u>	FINANCE CHARGE The dollar amount the credit will cost me <u>1,995.56</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf <u>\$ 10,011.60</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments <u>\$ 12,011.16</u>
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I have the right to receive a refund of the amount financed if I prepay this note in full.

YES - I agree to a refund of the amount financed if I prepay this note in full.

NO - I do not agree to a refund of the amount financed if I prepay this note in full.

"I" means an individual.

My Payment Schedule will be	When Payments Are Due
Number of Payments <u>36</u>	Amount of Payments <u>\$ 353.24</u>
	<u>Beginning June 15, 1986 and monthly thereafter</u>

☐ Demand: ☐ This note has a demand feature.

Security: I am giving a security interest in AUTO

☒ the goods or property being purchased.

☐ collateral securing other loans with you may also secure this loan.

☐ my deposit accounts and other rights to the payment of money from you.

Late Charge: I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00.

Prepayment: If I pay off this loan early, I ☐ may, subject to conditions, be allowed to ☒ receive a refund of the amount financed.

☐ Assumption: Someone buying my home can see my credit documents for any additional information about nonpayment, default, any required payment before the scheduled date, and prepayment refunds and other.

Type	Premium	Term	Signatures (for Initials)
Credit Life	N/A	N/A	I want credit life insurance ☒
Credit Disability	N/A	N/A	I want credit disability insurance ☒
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☒

I do not want Credit Life Ins. Credit Disability Ins. Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Security: To secure the payment of the note and interest (defined on the reverse side) (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me. (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

☒ Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations I am giving you, are defined on the reverse side of this form.

1985 CHEV CAPRICE SERIAL #1G1BN6920F136954

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this 9th day of May, 1986.

By signing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy on time.

CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ AND SIGN IT.

Name Michael A. Wilson (SEAL) Date May 9, 1986

Name John T. Meredith Date May 9, 1986

Disposition of Funds: Deposited to Account Number Check Number

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT. © 1981 BANKERS SYSTEMS INC. ST. CLOUD, MN 56301 FORM NO. 101-1/77

WITNESSED BY: [Signature]

This collateral will be used for BUSINESS

☐ If checked, this is a purchase money loan. You may include, the name of the check or draft for the loan.

☒ If checked, this note is not further secured by any contemporaneous security interest in the collateral described in (1) and (2) of this section.

☐ If checked, this note is secured by a separate security interest in the collateral described in (1) and (2) of this section.

EXHIBIT "N"

BORROWER'S NAME AND ADDRESS MICHAEL J. JONES 4120 N. AIRPORT HIGHWAY BIRMINGHAM, ALABAMA 35222	LENDER'S NAME AND ADDRESS LOAN ASSOCIATION 511 South 20th Street Birmingham, AL. 35233	Loan Number <u>80-901204-9</u> Date <u>May 9</u> Maturity Date <u>April 15</u> Loan Amount <u>9,719.10</u> Renewal Of _____
--	--	---

Note: I promise to pay to you, or your order, at your address above, the principal sum of Nine Thousand Seven Hundred Nineteen & 9/100 Dollars \$ 9,719.10 plus interest from May 9, 1986 at the rate of 12.75 % per year until Maturity I will pay this amount on _____

plus (if completed) an interest surcharge of \$ N/A (a) ☐ on demand (b) ☐ on demand, but if none is made, on _____ and on the maturity date

If (a) or (b) is marked, I will pay accrued interest _____ each, beginning June 15, 1986 and continuing on the same day of each _____

(c) ☒ in 46 installments of \$ 264.42 each, beginning June 15, 1986 when a final payment of \$ 264.42 will be due

(d) ☐ thereafter, until April 15, 1990

(e) ☐ (other) _____

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. Interest surcharge fee is based above, upon prepayment in full by any means within 90 days of the date of this note, the interest surcharge fee will be prorated and refunded or, if the balance of this note, except that in such event you may retain no less than \$ 5.00. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property exemptions properly securing this loan.

THE PURPOSE OF THIS LOAN IS: BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate <u>12.75 %</u>	FINANCE CHARGE The dollar amount the credit will cost me <u>2,705.64</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf <u>9,722.10</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments <u>12,427.74</u>	I have the right to receive at the time of termination of the Amount Financed YES - I want an itemization NO - I do not want an itemization <u>XX</u>
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My Payment Schedule will be	When Payments Are Due	Other
Number of Payments <u>47</u>	Amount of Payments <u>\$ 264.42</u>	<u>Beginning June 15, 1986 and monthly thereafter</u>

☐ Demand: ☐ This note has a demand feature ☐ This note is payable on demand and all disbursements are based on an assumed maturity of one year.

Security: I am giving a security interest in AUTO

☐ the goods or property being purchased

☐ collateral securing other loans with you may also secure this loan

☐ my deposit accounts and other rights to the payment of money from you

Late Charge: I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty, and ☐ may ☒ will not be entitled to a refund of part of the finance charge

Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms

I can see my contract documents for any additional information about nonpayment, default, any required payment before the scheduled date, and prepayment refunds and penalties.

Type	Premium	Term	Signatures for Initials	Name of Insured	Itemization of Amount Financed
Credit Life	N/A	N/A	I want credit life insurance ☐		Amount given to me directly Amount paid on my account Amounts paid to others on my behalf
Credit Disability	N/A	N/A	I want credit disability insurance ☐		To Property Insurance Company To Credit Life Insurance Company To Disability Insurance Company To Public Officials
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☐		<u>Title Fee</u> \$ <u>3.00</u> <u>Prepaid Finance Charge</u> \$ <u>N/A</u> <u>AMOUNT FINANCED is through h - d</u> \$ <u>9,722.10</u> <u>Finance Charge (include prepaid)</u> \$ <u>2,705.64</u> <u>Total of Payments (1 + 2)</u> \$ <u>12,427.74</u>

I do not want _____ Credit Life Ins. _____ Credit Disability Ins. _____ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage

Security: To secure the payment of the note total defined on the reverse side:
 (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have now or hereafter to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV MONTE CARLO SERIAL #1G1CZ37Z9FR168081

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this _____ day of _____, 1986, and acknowledged receipt of at least one copy on today's date. By doing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy on today's date.

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name _____ (SEAL) Date _____

Disposition of Funds:

Deposited to Account Number _____ Check Number _____

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
 © 1981 BANKERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM NO. 101-1/81

WITNESSED BY: [Signature]

COSIGNERS: SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature [Signature]
 Signature [Signature]
 Signature [Signature]

AM-J AUTO INC John F. Meredith
MICHAEL A. WALKER
4120 MESSER-AIRPORT HIGHWAY
BIRMINGHAM, ALABAMA 35222
BORROWER'S NAME AND ADDRESS
*Includes each borrower above, jointly and severally

BIRMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION
511 South 20th Street
Birmingham, AL 35233
LENDER'S NAME AND ADDRESS
*You means the lender, its successors and assigns

Loan Number 80-901205-6
Date May 9 1986
Maturity Date February 15 1989
Loan Amount 12,001.15
Renewal Of

Note: I promise to pay to you, or your order, at your address above, the principal sum of Twelve Thousand One & 15/100 Dollars \$ 12,001.15
plus interest from May 9 1986 at the rate of 12.75 % per year until February 15 1989 and on the maturity date
plus (if completed) an interest surcharge of N/A
(a) ☐ on demand (b) ☐ on demand, but if none is made, on June 15 1986 and continuing on the same day of each month
in 32 installments of \$ 434.08 each, beginning June 15 1986 and continuing on the same day of each month
thereafter, until February 15 1989, when a final payment of \$ 434.08 will be due
(c) ☐ (other)

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.
DELINQUENCY AND DEFAULT I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your salaried employee.
POST-MATURITY INTEREST Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any prepayment will not accrue any later scheduled payments until this note is paid in full. If an interest surcharge fee is noted above, upon prepayment in full by any means within 90 days of the date of this note, the interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER To the extent permitted by law, I waive all personal property exemptions and property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate <u>12.75 %</u>	FINANCE CHARGE The dollar amount the credit will cost me <u>2,320.49</u>	AMOUNT FINANCED The amount of credit provided to me at my request <u>12,001.15</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments <u>14,326.64</u>	I have the right to receive at this time an itemization of the Amount Financed YES I want an itemization NO I do not want an itemization <u>XX</u> *a means an estimate
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My Payment Schedule will be:
Number of Payments 32
Amount of Payments \$ 434.08
Beginning June 15, 1986 and monthly thereafter

☐ Demand: ☐ This note has a demand feature
☒ Security: I am giving a security interest in:
☒ the goods or property being purchased
☐ collateral securing other loans with you may also secure this loan
☐ my deposit accounts and other rights to the payment of money from you.
Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$100.00
Prepayment: ☒ I may prepay this loan early. ☐ I may not have to pay a penalty, and I may assume the remainder of the mortgage on the original terms.
☐ Assumption: Someone buying my home can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	I want credit life insurance	I want credit disability insurance	I want joint credit life insurance	Name of Insured	Name of Insured	Name of Insured
Credit Life	N/A	N/A	☐	☐	☐			
Credit Disability	N/A	N/A	☐	☐	☐			
Joint Credit Life	N/A	N/A	☐	☐	☐			

Itemization of Amount Financed
Amount given to me directly \$ 12,001.15
Amount paid on my account \$
Amounts paid to others on my behalf:
To Property Insurance Company \$
To Credit Life Insurance Company \$
To Disability Insurance Company \$
To Public Officials \$
Title Fee \$ 3.00
Prepaid Finance Charge \$ N/A
FINANCING FINANCED (a through h) \$ 12,001.15
Finance Charge (includes prepaid) \$ 2,320.49
Total of Payments (i) \$ 14,326.64

Security: To secure the payment of the note total (defined on the reverse side):
(1) I acknowledge and agree that I have the right to set off this note against any obligation you have toward or heretofore to pay money to me.
(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as first payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.
(3) ☒ Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1984 CHEV VAN SERIAL #1GARC35L87212310

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this note and security agreement (including those on the reverse side of this form) and agree to pay this note.
Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name John F. Meredith (SEAL) Date May 9 1986
Disposition of Funds: Deposited to Account Number Check Number

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NO. 101-1/85
WITNESSED BY: John F. Meredith S. Snow P

This collateral will be used for BUSINESS
☐ If checked, this is a purchase money loan. You may include the name of the seller, check or draft for this loan.
(2) ☐ If checked, this note is not further secured by any contemporaneous agreement other than (1) and (2) of this section.
(4) ☐ If checked, this note is secured by a separate deed.

CO-SIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.
Signature John F. Meredith
Signature S. Snow
Signature P

BIRMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION 511 South 20th Street Birmingham, AL 35233 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns	Loan Number 80-901207-9 Date May 9 1986 Maturity Date February 15 1989 Loan Amount 11,376.35 Renewal Of
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BORROWER'S NAME AND ADDRESS M-J AUTO ID John T. Meredith MICHAEL A. WILSON 4120 MESSIAH AIRPORT HIGHWAY BIRMINGHAM, ALABAMA 35222	
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Note: I promise to pay to you, or your order, at your address above, the principal sum of **Eleven Thousand Three Hundred Seventy-six & 36/100** Dollars \$ **11,376.35** plus interest from **May 9, 1986** at the rate of **12.75** % per year until **Maturity** I will pay this amount of interest plus (if completed) an interest surcharge of \$ **N/A** on **or** and on the maturity date

(a) ☐ on demand (b) ☐ on demand, but if none is made, on **June 15 1986** and continuing on the same day of each **month** thereafter until **February 15 1989** when a final payment of \$ **411.49** will be due

(c) ☒ in **32** installments of \$ **411.49** each, beginning **June 15 1986** and continuing on the same day of each **month** thereafter until **February 15 1989** when a final payment of \$ **411.49** will be due

(d) ☐ (other) _____

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. I also agree to pay in the event of my default the costs you incur to collect this note, plus if the amount financed is more than \$ 300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your retained employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. If an interest surcharge fee is listed above, upon prepayment in full by any means within 90 days of the date of this note, the interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$ 2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property exemptions in all property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate 12.75 %	FINANCE CHARGE The dollar amount the credit will cost me 2,199.82	AMOUNT FINANCED The amount of credit provided to me at an interest rate 11,376.35	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. 13,576.17
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I have the right to receive at this time an itemization of the Amount Financed

☒ YES - I want an itemization
☐ NO - I do not want an itemization

"a" means an estimate

My Payment Schedule will be <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> </tr> <tr> <td>32</td> <td>411.49</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Number of Payments	Amount of Payments	32	411.49									When Payments Are Due Beginning June 15, 1986 and monthly thereafter
Number of Payments	Amount of Payments												
32	411.49												

☐ Demand: ☐ This note has a demand feature. ☒ This note is payable on demand and disclosures are based on an assumed maturity of one year

Security: I am giving a security interest in **AUTO**

☒ the goods or property being purchased
☐ collateral securing other loans with you may also secure this loan
☐ my deposit accounts and other rights to the payment of money from you

Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$ 50 and not more than \$ 100.00. ☐ I will not have to pay a penalty, and I may assume the remainder of the mortgage on the original terms.

Prepayment: If I pay off this loan early, I ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms.

☐ Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms.

I can use my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and partial...

Type	Premium	Term	Signatures for Initials
Credit Life	N/A	N/A	I want credit life insurance ☐ Name of Insured _____
Credit Disability	N/A	N/A	I want credit disability insurance ☐ Name of Insured _____
Joint Credit Life	N/A	N/A	I want joint credit life insurance ☐ Name of Insured _____

I do not want _____ Credit Life Ins. _____ Credit Disability Ins. _____ Joint Credit Life Ins. _____

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ **N/A** for **N/A** of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ **N/A** for **N/A** of coverage.

Security: To secure the payment of the note total (defined on the reverse side) (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(b) ☒ Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this note secured are defined on the reverse side of this form.

1984 CHEV VAN SERIAL 1GAPC35LXE7217203

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this **9th** day of **May** 1986. By doing so, I agree to the terms of this note and security agreement including those on the reverse side of this form and acknowledge receipt of at least one copy on both sides.

COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature **Michael A. Wilson**
 Signature **John T. Meredith**

Disposition of Funds:
 Deposited to Account Number _____ Check Number _____

WITNESSED BY: **J. A. Smith** **S. Jones**

EXHIBIT "R"

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 OCT 28 PM 12:56

Thomas A. Snowling
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$62.50

Index Fee 1.00

TOTAL \$63.50

LOAN ASSOCIATION
511 South 20th Street
Birmingham, AL 3523

BORROWER'S NAME AND ADDRESS
MICHAEL A WILKINSON
4120 HES ADRIFT HIGHWAY
BIRMINGHAM ALABAMA 35222

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns

Loan Number 11,076.38
Date May 9 1986
Maturity Date June 15 1990
Loan Amount \$11,076.38
Renewal On

Note: I promise to pay to you, or your order, at your address above, the principal sum of Eleven Thousand Seven Hundred Sixty Six & 38/100 Dollars \$ 11,076.38 plus interest from May 9, 1986 at the rate of 12.75 % per year until Maturity plus (if completed) an interest surcharge of \$ N/A I will pay this amount as follows:

(a) ☐ on demand (b) ☐ on demand, but if none is made, on June 15, 1986 and on the maturity date (c) ☐ on June 15, 1986 and continuing on the same day of each month thereafter, until June 15, 1990 when a final payment of \$ 291.84 will be due.

PAYMENTS: Interest accrues on the unpaid balance of principal remaining from time to time. Each payment when made shall be applied first toward accrued interest and the balance to principal. The final payment may be more or less than the amount scheduled depending upon my payment record.

DELINQUENCY AND DEFAULT: I agree to pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00. I agree to pay in the event of my default the costs you incur to collect this note, plus, if the amount financed is more than \$300.00, your reasonable attorney's fees of up to 15% of the unpaid debt if you later collection of this note to an attorney who is not your salaried employee.

POST-MATURITY INTEREST: Interest will accrue at the maximum rate permitted by law on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any prepayment will not excuse any later scheduled payments until this note is paid in full. If an interest surcharge fee is listed above, upon prepayment in full by any means within 90 days of the date of this note, the interest surcharge fee will be prorated and refunded or credited to the balance of this note, except that in such event you may retain no less than \$2.00. Otherwise, any interest surcharge will not be refunded.

WAIVER: To the extent permitted by law, I waive all personal property exemptions in the property securing this loan.

THE PURPOSE OF THIS LOAN IS BUSINESS

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the amount financed
12.75 %	3,220.78	11,079.38	14,300.16	YES I want an itemization NO I do not want an itemization <u>XX</u>

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
49	\$ 291.84	Beginning June 15, 1986 and monthly thereafter

☐ Demand; ☐ This note has a demand feature. ☒ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in the goods or property being purchased AUTO

☐ collateral securing other loans with you may also secure this loan.

☐ my deposit accounts and other rights to the payment of money from you.

Late Charge: ☒ I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00. ☐ I will not be entitled to a refund of part of the finance charge.

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty, and I ☐ may ☒ will not be entitled to a refund of part of the finance charge.

☐ Assumption: Someone buying my home ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms.

☐ I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Type	Premium	Term	Signatures (or Initials)
Credit Life	N/A	N/A	I want credit life insurance <u>XX</u> Name of insured
Credit Disability	N/A	N/A	I want credit disability insurance <u>XX</u> Name of insured
Joint Credit Life	N/A	N/A	I want joint credit life insurance <u>XX</u> Name of insured

Itemization of Amount Financed

Amount given to me directly	Amount paid on my account	Amounts paid to others on my behalf
\$ 11,076.38		
To Property Insurance Company		
To Credit Life Insurance Company		
To Disability Insurance Company		
To Public Officials		
Title Fee	\$ 3.00	
Prepaid Finance Charge	\$ 11,079.38	
AMOUNT FINANCED (a through h - d)	\$ 3,220.78	
Finance Charge (include prepaid)	\$ 14,300.16	
Total of Payments (i + b)		

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

Security: To secure the payment of the note total defined on the reverse side:
(1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.
(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(5) Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1985 CHEV CAPRICE SERIAL #1G1BN35H5PX137812

Assumptions: Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to possession) I will be in default on all secured obligations.

Signatures and Seal: In witness whereof, I have signed my name and affixed my seal on this 9th day of May 1986. By doing so, I agree to the terms of this note and security agreement (including those on the reverse side of this form) and acknowledge receipt of at least one copy on today's date.

COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature Michael A. Wilkinson
Signature John J. Munkley
Signature A. Snowling

Disposition of Funds:
Deposited to Account Number XXXXXX Check Number XXXXXX

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM 1001-7/82

WITNESSED BY: A. Snowling

EXHIBIT "S"